

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE 1 OF 2		
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE 07/28/03		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, HONOLULU CORPS OF ENGINEERS, BUILDING S-200 FORT SHAFTER, HAWAII 96858-5440 CONTRACT SPECIALIST: JODY MURAOKA		CODE		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO. DACA83-03-R-0010		9B. DATED (SEE ITEM 11) 06/19/03	
				10A. MODIFICATION OF CONTRACT/ORDER NO			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Multiple Award Task Order Contract (MATOC) for Design-Build Construction Services and Design-Bid-Build Construction Services, Various Locations, Hawaii

See Page 2 of 2 Pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

1. CHANGES TO THE SOLICITATION. Attached hereto are revised pages to the solicitation. The revision mark “(Am-0006)” is shown on each page.

a. REVISED PROVISIONS/CLAUSES/PAGES. Following are revised pages to the solicitation. Changes are indicated in **bold** print. Although the entire sections are being re-issued under Am-0006, only the following pages/paragraphs/provisions/clauses changed in these sections.

Section 00120

Paragraph 2.4.2.1, 2.5.1.5 and 2.5.1.6

Section 00130

Paragraph 2.4.2.1, 2.5.1.5 and 2.5.1.6

Section 01000

Paragraph 1.2  
Page 01000-11

2. The proposal due date of August 1, 2003, 2:00 P.M., Hawaiian Standard Time, remains unchanged.

## SECTION 00120

### PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION FACTORS FOR 8(a) SET ASIDE

#### 1.0 GENERAL

##### 1.1. Cost of Preparing Proposals

The Government will not reimburse any Offeror any costs incurred in the preparation and submittal of an offer in response to this solicitation.

##### 1.2. Inquiries

Address all inquiries regarding this Request for Proposals to:

U.S. Army Engineer District, Honolulu  
Attn: Ms. Jody Muraoka (CEPOH-CT-C)  
Building S-200  
Fort Shafter, Hawaii 96858-5440  
Phone No. (808) 438-8575  
Fax No. (808) 438-8588  
E-Mail: jody.muraoka@usace.army.mil

##### 1.3 Submittal of Proposals

Submit proposal packages to the US Army Corps of Engineers ("the Government") as shown in Block 8 of Standard Form 1442.

Proposals received by the Government after the date and time set for receipt of proposals will be handled in accordance with the requirements of Provision "52.215-1, Instructions to Offerors—Competitive Acquisition (May 2001)," subparagraph (c), found in Section 00100.

##### 1.4 Contract Award

The Government intends to award a minimum of two contracts to 8(a) Offerors whose proposals have been determined to represent the best value to the Government, non-price and price factors considered. Award will be made to the Offerors whose proposals have the best non-price evaluation and the lowest price. However, if there are no Offerors meeting both these criterias, the Government intends to implement a "Best Value" process involving a cost-technical tradeoff process. In this case, awards may be made to other than the lowest price Offeror or other than the highest non-price-rated Offeror.

If an 8(a) offeror submits proposals in both the 8(a) set aside and under full and open competition, and the Government's evaluation finds the 8(a) offeror to provide the best value to the Government in both the 8(a) set aside and under full and open competition, only one award to the 8(a) offeror will be made. This award will be as an 8(a) set aside offeror.

If a non-8(a) offeror submits a proposal as a Joint Venture with an 8(a) offeror under the 8(a) set-aside and is awarded a contract under the 8(a) set-

aside, the non-8(a) offeror can also be awarded a contract under full and open competition.

#### 1.4.1 Proposal Evaluation

Numerical scores and other point-scoring techniques will not be used in the evaluation process. Each factor will be rated on an adjectival rating system.

The Government will evaluate offers in accordance with the NON-PRICE EVALUATION FACTORS described in paragraph 2.4 of this section and the offeror's proposed total price.

Offerors are advised that the Government intends to award without discussions.

Upon completing the evaluation of all proposals, the Contracting Officer will, in accordance with the provisions of this solicitation and applicable acquisition regulations, proceed to award without discussions. However, if discussions are determined necessary, the Contracting Officer will establish a competitive range and conduct discussions with those Offerors only within the competitive range. Upon conclusion of discussions, if necessary, the Contracting Officer will request final proposal revisions from the Offerors remaining in the competitive range and may, upon receipt of final proposal revisions, proceed to award a contract without further discussions or notice.

## 2.0 PROPOSAL FORMAT

### 2.1 General

Proposals shall be submitted in two (2) separate envelopes. Please ensure that the boxes/envelopes that the proposals are sealed in are labeled as submission under 8(a) set-aside. If proposals are being submitted for both 8(a) set-aside and full and open competition, please submit separate sets of proposals, sealed in separate boxes/envelopes and labeled as 8(a) set-aside or full and open competition (unrestricted) on the outside boxes/envelopes. Proposals shall be prepared in the English language.

#### 2.1.1 Volume I, Non-Price Proposal

One envelope shall be clearly marked, "VOLUME I, NON-PRICE PROPOSAL FOR 8(a) SET ASIDE, RFP NO. DACA83-03-R-0010." It shall contain an original and six (6) copies of the items provided in response to the Non-Price Factors listed in paragraph 2.3.

Proposals shall completely address the requirements of the RFP. Elaborate format, special reproduction techniques, and the like are not necessary. However, the proposal shall be neatly organized and inserted in binder.

Information presented should be organized so as to pertain to only the evaluation factor in which section the information is presented. Information pertaining to more than one evaluation factor should be repeated in the tab for each factor.

#### 2.1.2 Volume II, Price Proposal

The second envelope shall be clearly marked, "VOLUME II, PRICE PROPOSAL FOR 8(a) SET ASIDE, RFP NO. DACA83-03-R-0010." It shall contain one original and

two copies of the Offeror's completed Standard Form (SF) 1442, using a printed copy of the SF 1442 included in this solicitation.

Volume II shall also include the following:

- One original and two copies of Section 00010, Price Proposal Schedule. Indicate whether or not Facilities Capital Cost of Money is included in the Offeror's costs of performing the work. Proposals that state that Facilities Capital Cost of Money is not included, or proposals that do not address Facilities Capital Cost of Money, will be deemed to have waived Facilities Capital Cost of Money.
- One original and two copies (certified as a true copy) of the Offeror's letter to Small Business Administration requesting joint venture approval together with the proposed joint venture agreement. Also, identify the size status for each member of the JV (if the Offeror is a joint venture).
- One original and two copies of the Offeror's completed Section 00600, Representations and Certifications, using a printed copy of Section 00600 included in this solicitation.
- One original and two copies of the Offeror's completed, if applicable, SF LLL, Disclosure of Lobbying Activities, using a printed copy of the SF LLL included as Appendix A in Section 00600.
- One original and two copies of the offer guarantee in the form and amount that is required by the provision entitled "Penal Sum and Form of Offer Guarantee", in Section 00100 and other pertinent provisions and clauses in this solicitation.

#### 2.1.3 Table of Contents

Proposal volumes shall be tabbed. Each of the proposal volumes shall include a Table of Contents that includes the title of the subject matter discussed therein and the page number where the information can be found. The volumes shall be organized in the same order described in paragraph 2.3 of this Section. Each evaluation factor shall be separately tabbed. Proposals that are not correctly tabbed may be considered non-responsive.

#### 2.2 Proposal Content

Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors set forth below in paragraph 2.4, "VOLUME I, NON-PRICE PROPOSAL".

Offeror is cautioned that "parroting" of the RFP requirements with a statement of intent to perform does not reveal the Offeror's understanding of the problem or his capability to solve it. The inclusion of "filler" material from previous proposals or commercial applications shall be avoided unless it has a direct application to the objective of this RFP.

Offeror shall include sufficient details in the proposal, and shall present the details in the same order in which they are requested in this Section to

permit the Government to promptly, completely, and accurately evaluate the proposal from both a technical and a management standpoint. The Government will not make any assumptions concerning the Offeror's intent, capabilities, facilities, or experience. Clear identification of the pertinent details shall rest solely with the Offeror.

Legibility, clarity, coherence, and contents are important. Offerors shall not submit verbatim sections of this RFP as part of their proposal. Offerors that disregard these standards unnecessarily delay the evaluation process and may be rejected by the Government after initial evaluation without receiving any further consideration.

Any information, presented in a proposal that the Offeror wants safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Provision "52.215-1, Instructions to Offerors—Competitive Acquisition (May 2001)," subparagraph (e), which is found in Section 00100 of this solicitation. The Government will endeavor to honor the restrictions against release requested by Offerors, to the extent permitted under United States law and regulations.

The proposal must set forth full, accurate, and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of an offer, the Offeror agrees that all items in its proposal (minimum qualifications for key positions, management plans, etc.) will be used throughout the duration of the contract and any substitutions of any item will require prior approval of the Contracting Officer.

## 2.3 Evaluation Factors

All proposals will be evaluated on non-price and price factors. Offerors are required to provide data addressing all stated factors. If an Offeror does not have data relating to a specific factor, it shall be clearly stated. The Contracting Officer may use discretion in reasonably applying evaluation standards where Offerors provide information to explain or justify deviation from selection criteria listed in the solicitation. Offers that do not address all factors may be considered non-responsive and may not receive further consideration.

Non-price factors have equal importance. Non-price factors when combined are significantly more important than price.

### VOLUME I - NON-PRICE PROPOSAL

Factor I, Past Experience

Factor II, Past Performance

Factor III, Management

### VOLUME II - PRICE PROPOSAL

## 2.4 Volume I, Non-Price Proposal

Data provided in response to the non-price technical factors described below shall be included in Volume I, "Non-Price Proposal". All references to

Offeror includes all proposed joint venture partners. All contractors in a joint venture must provide evidence of a binding teaming agreement or other contractual agreement, which creates legal responsibility on the part of all contractors in the joint venture. Information provided from potential sub-contractors (not included in the joint venture) will not be considered or evaluated.

#### 2.4.1 Relevant Projects

Relevant projects have construction awards above \$500K. Relevant projects also involve general construction type work, which includes areas such as civil, architectural, structural, mechanical, electrical, security, communications, asbestos removal and lead abatement.

Single or Multiple Award task order contracts, such as Job order Contracts, Indefinite Delivery, Indefinite Quantity Contracts, Multi-trade Contracts etc. are not considered relevant projects, even if the total value of the contract is over \$500K. However, a task order with an individual project over \$500K may be considered as a relevant project.

Only relevant projects will be considered in the evaluation.

#### 2.4.2 Factor I, Past Experience

Offerors shall identify a maximum of 10 relevant Design-Bid-Build or Design-Build projects completed between June 1996 and June 2003 in which they were the prime contractor. Provide a Project Data Sheet for each of the projects identified. This sheet is included as Attachment 1 to this section. All requested information shall be provided. Failure to provide any of the requested data may be cause to eliminate a project from consideration in the evaluation.

##### 2.4.2.1 Evaluation Standards

The Government will evaluate the project data sheets provided by the offerors. If more than 10 ~~Design-Bid-Build~~ projects are submitted, only the first 10 projects identified in the proposal will be reviewed. Of those 10 projects, only the relevant projects will be evaluated. Therefore it is important that the offeror provide only 10 relevant projects in the proposal. Projects that are not relevant or that fall outside the timeframe between June 1996 and June 2003 will not be considered in the evaluation. Projects in which the offeror was not the prime contractor will not be considered in the evaluation.

Diverse general construction experience refers to the offeror's experience in managing various types of vertical construction, utilities, site work and hazardous waste/abatement as identified below:

- Civil construction such as, grading, water lines, sewer lines, paving/repaving roadways, sidewalks, parking lots, shore protection, stream bank stabilization, and dredging.
- Architectural construction such as, painting, roofing, renovation of interiors of existing buildings, new building construction.
- Mechanical construction such as, heating, ventilation, and air conditioning (HVAC) systems and components, refrigeration systems, fire suppression systems, material transport systems, automatic box conveyor systems, incinerators, fuel lines, elevators, escalators, dumb waiters,

as well as plumbing systems including water, solid and hazardous waste control.

- Electrical construction such as, power and service supplies, distribution, and utilization systems (including lighting), power generators and uninterrupted power supplies (UPS). Instrumentation work may include but is not limited to, plant management systems using direct digital technology, public address systems and fire alarm systems. Communications such as telephone and information management systems.
- Security construction such as intrusion detection and surveillance systems.
- Asbestos, lead-based paint, and petroleum-contaminated material abatement and disposal.
- Structural systems.

Outstanding	<p>The Offeror provided at least 7 relevant Design-Bid-Build/Design-Build projects, at least 3 of which were constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has outstanding diverse general construction experience.</p>
Above Average	<p>The Offeror has provided at least 6 relevant Design-Bid-Build/Design-Build projects, at least 2 of which were constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has very good diverse general construction experience.</p>
Satisfactory	<p>The Offeror has provided at least 5 relevant Design-Bid-Build/Design-Build projects, at least 1 of which was constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has good diverse general construction experience.</p>
Marginal	<p>The Offeror has provided at least 4 relevant Design-Bid-Build/Design-Build projects.</p> <p>And</p> <p>Projects identified shows the offeror has marginal diverse general construction experience.</p>



Unsatisfactory	The projects provided by the Offeror are either not relevant or do not meet the Marginal requirements above.
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After the Government determines the rating (above) for each proposal, the Government will then determine the relative strength of the proposals within each rating. Based on the projects submitted (up to 10 projects) the Government will assign additional weight as indicated below:

- a. Additional weight will be given **based upon the** number of relevant projects submitted.
- b. Additional weight will be given **based upon the** number of relevant projects submitted that were contracted by an agency of the Department of Defense
- c. Additional weight will be given **based upon the** number of relevant projects submitted that were constructed in Hawaii
- d. Additional weight will be given to offerors **who submit at least one design-build project.**

Each of these will have equal importance.

#### 2.4.3 Factor II, Past Performance

The Offeror shall send Past Performance Evaluation Sheets, (Attachment 2 to this section), to the owners/owners representatives for all of the projects identified in Factor 1, Past Experience with a request that these evaluations be returned to the Government by Friday, August 1, 2003. Evaluations for Federal Government projects shall be sent to the Contracting Officer or his/her designated Representative.

Completed Past Performance evaluation sheets shall be mailed, faxed or e-mailed to the following address:

U.S. Army Engineer District, Honolulu  
 Attn: Ms. Jody Muraoka (CEPOH-CT-C)  
 Building S-200  
 Fort Shafter, Hawaii 96858-5440  
 Phone No. (808) 438-8575  
 Fax No. (808) 438-8588  
 E-Mail: jody.muraoka@usace.army.mil

##### 2.4.3.1 Other Evaluation Sources

In addition to the information provided above, the Government may obtain and evaluate additional past performance information on other relevant projects completed by the offeror between June 1996 and June 2003. The Government may also obtain and evaluate existing past performance information on relevant projects between June 1996 and June 2003 from historical Government databases (CCAS, ACAS, etc.) or any other sources.

##### 2.4.3.2 Evaluation Standards

Outstanding	None of the final performance ratings (including those from other evaluation sources) evaluated by the Government are
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	less than Satisfactory and at least half are outstanding.
Above Average	None of the final performance ratings (including those from other evaluation sources) evaluated by the Government are less than Satisfactory and at least half are above satisfactory.
Satisfactory	None of the final performance ratings (including those from other evaluation sources) evaluated by the Government are less than Satisfactory.
Marginal	None of the final performance ratings (including those from other evaluation sources) evaluated by the Government are less than Marginal.
Unsatisfactory	At least one of the final performance ratings (including those from other evaluation sources) evaluated by the Government received an Unsatisfactory final performance rating.
Neutral	Offerors will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance. However, an Offeror without a record of relevant past performance history may be considered less favorably than an Offeror with a favorable past performance history.

#### 2.4.4 Factor III, Management Plan

At a minimum the management plan shall include the following:

1. Identify key positions required to successfully manage this contract. Key positions should include but is not limited to program manager, contractor quality control system manager (CQCSM), contract safety officer, project engineer, project superintendent, quality control representative, site safety representative, estimator, design manager and other technical staff. Provide the minimum qualifications for each key position. Please be advised that the minimum qualifications for some key positions are set forth in the solicitation. For example, Section 01451Q of the solicitation covers CQCSM and Quality Control Representative. The Offeror is committed to the qualifications of the key positions accepted by the Government and identified in the contract or the contractor's proposal for the contract.
2. Provide an organizational chart showing the lines of authority between key positions.
3. Provide a plan on how you will successfully manage Design-Build projects.
4. Provide a plan on how you will successfully manage Design-Bid-Build projects.
5. Provide a plan on how you will successfully manage the quality and safety of all contractors.
6. Provide a plan on how you will successfully manage multiple projects at different locations simultaneously without sacrificing timeliness, responsiveness, quality or safety.
7. Provide a plan on how you will successfully manage peaks in the workload without sacrificing timeliness, responsiveness, quality or safety.

#### 2.4.4.1 Evaluation Standards

Outstanding	The Offeror provided an excellent management plan, which included very well-qualified key positions with clear lines of authority. Management plan provided an unquestionable and superior approach to managing Design-Build contracts, Design-Bid-Build contracts, quality, and safety. Management plan offers outstanding methods to manage multiple projects in multiple locations simultaneously, and managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.
Above Average	The Offeror provided a very good management plan, which included well-qualified key positions with clear lines of authority. The management plan provides a very good approach to managing Design-Build contracts, Design-Bid-Build contracts, quality, and safety. The management plan offers very good methods to manage multiple projects in multiple locations simultaneously, and managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.
Satisfactory	The Offeror provided an acceptable management plan, which included qualified key positions with clear lines of authority. Management plan provides a good approach to managing Design-Build contracts, Design-Bid-Build contracts, quality, and safety. Management plan offers good methods to manage multiple projects in multiple locations simultaneously, and managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.
Marginal	The Offeror provides a questionable or marginally acceptable approach to managing Design-Build and/or Design-Bid-Build contracts, managing quality and safety, managing multiple projects in multiple locations simultaneously, or managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.
Unsatisfactory	The Offeror does not address all requirements or does not provide a minimally acceptable approach to managing Design-Build and/or Design-Bid-Build contracts, managing quality and safety, managing multiple projects in multiple locations simultaneously, or managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.

#### 2.5 Volume II, Price Proposal

The Government will compare the price to the Independent Government Estimate (IGE) and the price of other offerors to determine reasonableness and affordability.

##### 2.5.1 Price Evaluation

Data provided in response to price shall be included in Volume II, "Price Proposal".

##### 2.5.1.1 General

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(Am-0006)

Offerors shall submit the cost data identified below that they are proposing to use in the development of all cost estimates that this contract may require. The proposed cost data, if awarded a contract, shall be used for the life of the contract, subject to review and resubmittal at the discretion of the Contracting Officer. Offerors shall indicate the start date of their fiscal accounting period. All cost data will be reviewed at least annually, generally coinciding with this accounting period. Adjustments to the cost data, based on current documentation, may be considered subject to approval of the Contracting Officer.

Offerors are reminded that the cost factors included in this proposal will be contractually binding and are cautioned not to "low ball" any of the numbers in its proposal and estimate in order to come out with a low total cost. If awarded one of the contracts, the factors shown in this proposal will be used in all future task orders.

#### 2.5.1.2 Workmen's Comp Insurance

Offerors shall submit premium statement(s) from their insurance company(ies) identifying all workmen's compensation insurance in effect at the time of this solicitation. Successful offerors will be required to maintain current premium statement(s) on file with the Contracting Officer throughout the life of the contract.

#### 2.5.1.3 Performance and Payment Bond

Offerors shall submit a statement from their surety defining the bond rate(s) in effect at the time of this solicitation. Successful offerors will be required to maintain current bond rates on file with the Contracting Officer throughout the life of the contract.

#### 2.5.1.4 Home Office Overhead

Offerors shall submit their proposed home office overhead rate, including all data and calculations used in arriving at that rate. Home office overhead components shall comply with FAR Part 31.

#### 2.5.1.5 Contract Management Fixed Costs

Offerors shall submit their proposed fixed cost elements relating to the management of the contract, i.e. Project Manager, CQCSM, Contract Safety Officer. These costs shall be complete, including labor, labor burden, fringe benefits, travel and transportation. Provide the **workday** rate and annual rate and a breakdown of all cost elements proposed for each of the key personnel proposed in Section 00010, Item No. 4.

#### 2.5.1.6 Field Office Management Fixed Costs

Offerors shall submit their proposed fixed cost elements relating to the management of task orders, i.e. Project Engineer, Project Superintendent, QCR, Site Safety representative. These costs shall be complete, including labor, labor burden, fringe benefits, travel and transportation. Provide the **workday** rate and annual rate and a breakdown of all cost elements proposed for each of the field office management key personnel proposed in Section 00010, Item No. 5.

#### 2.5.1.7 Determination of Relative Price

As a measure of relative price, the Government will apply the following formula to the cost factors submitted in Section 00010. (Offerors shall ensure the data in Section 00010 is complete and accurate. Failure to provide the requested data in Section 00010 in the requested format may be cause for a determination of non-responsiveness.) Offerors shall not compute Total Price. The Government will perform this calculation during its evaluation. The resultant number/total price will be used to compare the cost of doing business among all Offerors.

$$\begin{aligned} & \{ \text{Contract management cost} * \\ & \quad + (\text{Field office management cost} *) \} \\ & \times (1 + \text{Home Office Overhead rate} *) \\ & = \text{Total Price} \end{aligned}$$

\* from Section 00010, Proposal Summary

#### 2.6 Proposal Revisions

If discussions are held and proposal revisions are requested by the Contracting Officer, all revisions shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlining. Proposal replacement pages shall be clearly marked "REVISED", shall show the date of revision, shall be submitted in the appropriate number of copies (e.g., if six copies of the original page was required, then six copies of the revised page will also be required), and shall be of a different color than the original pages they are to replace.

SECTION 00130

PROPOSAL SUBMISSION REQUIREMENTS  
AND EVALUATION FACTORS  
FOR FULL AND OPEN COMPETITION

1.0 GENERAL

1.1. Cost of Preparing Proposals

The Government will not reimburse any Offeror any costs incurred in the preparation and submittal of an offer in response to this solicitation.

1.2. Inquiries

Address all inquiries regarding this Request for Proposals to:

U.S. Army Engineer District, Honolulu  
Attn: Ms. Jody Muraoka (CEPOH-CT-C)  
Building S-200  
Fort Shafter, Hawaii 96858-5440  
Phone No. (808) 438-8575  
Fax No. (808) 438-8588  
E-Mail: jody.muraoka@usace.army.mil

1.3 Submittal of Proposals

Submit proposal packages to the US Army Corps of Engineers ("the Government") as shown in Block 8 of Standard Form 1442.

Proposals received by the Government after the date and time set for receipt of proposals will be handled in accordance with the requirements of Provision "52.215-1, Instructions to Offerors—Competitive Acquisition (May 2001)," subparagraph (c), found in Section 00100.

1.4 Contract Award

The Government intends to award a minimum of three contracts under full & open competition to Offerors whose proposals have been determined to represent the best value to the Government, non-price and price factors considered. Award will be made to the Offerors whose proposals have the best non-price evaluation and the lowest price. However, if there are no Offerors meeting both these criterias, the Government intends to implement a "Best Value" process involving a cost-technical tradeoff process. In this case, awards may be made to other than the lowest price Offeror or other than the highest non-price-rated Offeror.

If an 8(a) offeror submits proposals in both the 8(a) set aside and under full and open - competition, and the Government's evaluation finds the 8(a) offeror to provide the best value to the Government in both the 8(a) set aside and under full and open competition, only one award to the 8(a) offeror will be made. This award will be as an 8(a) set aside offeror.

If a non-8(a) offeror submits a proposal as a Joint Venture with an 8(a) offeror under the 8(a) set-aside and is awarded a contract under the 8(a) set-aside, the non-8(a) offeror can also be awarded a contract under full and open competition.

#### 1.4.1 Proposal Evaluation

Numerical scores and other point-scoring techniques will not be used in the evaluation process. Each factor or subfactor will be rated on an adjectival rating system. The Government will evaluate offers in accordance with the NON-PRICE EVALUATION FACTORS described in paragraph 2.4 of this section and the offeror's proposed total price.

Offerors are advised that the Government intends to award without discussions.

Upon completing the evaluation of all proposals, the Contracting Officer will, in accordance with the provisions of this solicitation and applicable acquisition regulations, proceed to award without discussions. However, if discussions are determined necessary, the Contracting Officer will establish a competitive range and conduct discussions with those Offerors only within the competitive range. Upon conclusion of discussions, if necessary, the Contracting Officer will request final proposal revisions from the Offerors remaining in the competitive range and may, upon receipt of final proposal revisions, proceed to award a contract without further discussions or notice.

## 2.0 PROPOSAL FORMAT

### 2.1 General

Proposals shall be submitted in three (3) separate envelopes. Please ensure that the boxes/envelopes that the proposals are sealed in are labeled as submission under full and open competition (unrestricted). If proposals are being submitted for both 8(a) set-aside and full and open competition, please submit separate sets of proposals, sealed in separate boxes/envelopes and labeled as 8(a) set-aside or full and open competition (unrestricted) on the outside boxes/envelopes. Proposals shall be prepared in the English language.

#### 2.1.1 Volume I, Non-Price Proposal

One envelope shall be clearly marked, "VOLUME I, NON-PRICE PROPOSAL FOR FULL AND OPEN COMPETITION, RFP NO. DACA83-03-R-0010." It shall contain an original and six (6) copies of the items provided in response to the Non-Price Factors listed in paragraph 2.3.

Proposals shall completely address the requirements of the RFP. Elaborate format, special reproduction techniques, and the like are not necessary. However, the proposal shall be neatly organized and inserted in a binder.

Information presented should be organized so as to pertain to only the evaluation factor in which section the information is presented. Information pertaining to more than one evaluation factor should be repeated in the tab for each factor.

#### 2.1.2 Volume II, Price Proposal

The second envelope shall be clearly marked, "VOLUME II, PRICE PROPOSAL FOR FULL AND OPEN COMPETITION, RFP NO. DACA83-03-R-0010." It shall contain one original and two copies of the Offeror's completed Standard Form (SF) 1442, using a printed copy of the SF 1442 included in this solicitation.

Volume II shall also include the following:

- One original and two copies of Section 00010, Price Proposal Schedule. Indicate whether or not Facilities Capital Cost of Money is included in the Offeror's costs of performing the work. Proposals that state that Facilities Capital Cost of Money is not included, or proposals that do not address Facilities Capital Cost of Money, will be deemed to have waived Facilities Capital Cost of Money.
- One original and two copies (certified as a true copy) of the Offeror's executed joint venture agreement and identify the size status for each member of the JV (if the Offeror is a joint venture).
- One original and two copies of the Offeror's completed Section 00600, Representations and Certifications, using a printed copy of Section 00600 included in this solicitation.
- One original and two copies of the Offeror's completed, if applicable, SF LLL, Disclosure of Lobbying Activities, using a printed copy of the SF LLL included as Appendix A in Section 00600.
- One original and two copies of the offer guarantee in the form and amount that is required by the provision entitled "Penal Sum and Form of Offer Guarantee", in Section 00100 and other pertinent provisions and clauses in this solicitation.

#### 2.1.3 Volume III, Subcontracting Plan (Large Business Concerns)

If the Offeror is a large business concern, the Offeror shall submit a subcontracting plan in accordance with FAR 52.219-9 (See Section 00100, Appendix A for a sample).

Assume that the contract price equals \$50M for purposes of the Small Business Subcontracting Plan.

The third envelope shall be clearly marked, "VOLUME III, SUBCONTRACTING PLAN FOR FULL AND OPEN COMPETITION , RFP NO. DACA83-03-R-0010." Volume III will not be evaluated or rated. Only the selected Offeror's plan will be reviewed and must be approved prior to award of the contract.

#### 2.1.4 Table of Contents

Proposal volumes shall be tabbed. Each of the proposal volumes shall include a Table of Contents that includes the title of the subject matter discussed therein and the page number where the information can be found. The volumes shall be organized in the same order described in paragraph 2.3 of this Section. Each evaluation factor and subfactor shall be separately tabbed. Proposals that are not correctly tabbed may be considered non-responsive.

## 2.2 Proposal Content



Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors and subfactors set forth below in paragraph 2.4, "VOLUME I, NON-PRICE PROPOSAL".

Offeror is cautioned that "parroting" of the RFP requirements with a statement of intent to perform does not reveal the Offeror's understanding of the problem or his capability to solve it. The inclusion of "filler" material from previous proposals or commercial applications shall be avoided unless it has a direct application to the objective of this RFP.

Offeror shall include sufficient details in the proposal, and shall present the details in the same order in which they are requested in this Section to permit the Government to promptly, completely, and accurately evaluate the proposal from both a technical and a management standpoint. The Government will not make any assumptions concerning the Offeror's intent, capabilities, facilities, or experience. Clear identification of the pertinent details shall rest solely with the Offeror.

Legibility, clarity, coherence, and contents are important. Offerors shall not submit verbatim sections of this RFP as part of their proposal. Offerors that disregard these standards unnecessarily delay the evaluation process and may be rejected by the Government after initial evaluation without receiving any further consideration.

Any information, presented in a proposal that the Offeror wants safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Provision "52.215-1, Instructions to Offerors—Competitive Acquisition (May 2001)," subparagraph (e), which is found in Section 00100 of this solicitation. The Government will endeavor to honor the restrictions against release requested by Offerors, to the extent permitted under United States law and regulations.

The proposal must set forth full, accurate, and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of an offer, the Offeror agrees that all items in its proposal (minimum qualifications for key positions, management plans, targets for utilization of eligible SDB concerns, etc.) will be used throughout the duration of the contract and any substitutions of any item will require prior approval of the Contracting Officer.

### 2.3 Evaluation Factors

All proposals will be evaluated on non-price and price factors. Offerors are required to provide data addressing all stated factors. If an Offeror does not have data relating to a specific factor, it shall be clearly stated. The Contracting Officer may use discretion in reasonably applying evaluation standards where Offerors provide information to explain or justify deviation from selection criteria listed in the solicitation. Offers that do not address all factors may be considered non-responsive and may not receive further consideration.

Non-price factors have equal importance. Subfactors of Factor IV are equal in importance. Non-price factors combined are significantly more important than price.

## VOLUME I - NON-PRICE PROPOSAL

Factor I, Past Experience

Factor II, Past Performance

Factor III, Management

Factor IV, Small Business Program

Subfactor A - Extent of proposed Small Business participation in the performance of the proposed contract.

Subfactor B - Past performance in complying with Small Business Subcontracting Plan goals.

## VOLUME II - PRICE PROPOSAL

### 2.4 Volume I, Non-Price Proposal

Data provided in response to the non-price technical factors described below shall be included in Volume I, "Non-Price Proposal". All references to Offeror includes all proposed joint venture partners. All contractors in a joint venture must provide evidence of a binding teaming agreement or other contractual agreement, which creates legal responsibility on the part of all contractors in the joint venture. Information provided from potential subcontractors (not included in the joint venture) will not be considered or evaluated.

#### 2.4.1 Relevant Projects

Relevant projects have construction awards above \$7M. Relevant projects also involve general construction type work, which includes areas such as civil, architectural, structural, mechanical, electrical, security, communications, asbestos removal and lead abatement.

Single or Multiple Award task order contracts, such as Job order Contracts, Indefinite Delivery, Indefinite Quantity Contracts, Multi-trade Contracts etc. are not considered relevant projects, even if the total value of the contract is over \$7M. However, a task order with an individual project over \$7M may be considered as a relevant project.

#### 2.4.2 Factor I, Past Experience

Offerors shall identify a maximum of 10 relevant Design-Bid-Build projects completed between June 1996 and June 2003 in which they were the prime contractor. Offerors shall also identify a maximum of 3 relevant Design-Build projects completed between June 1996 and June 2003 in which they were the prime contractor. Provide a Project Data Sheet (Attachment 1 to this section) for each of the projects identified. All requested information shall be provided. Failure to provide any of the requested data may be cause to eliminate a project from consideration in the evaluation.

##### 2.4.2.1 Evaluation Standards

The Government will evaluate the project data sheets provided by the offerors. If more than 10 Design-Bid-Build projects are submitted, only the first 10 Design-Bid-Build projects identified in the proposal will be reviewed. Of those 10 projects only the relevant projects will be evaluated. If more than 3 Design-Build projects are submitted, only the first 3 Design-Build projects identified in the proposal will be reviewed. Of those 3 projects only the relevant projects will be evaluated. Therefore it is important that the offeror provide the right number of relevant projects in the proposal. Projects that are not relevant or that fall outside the timeframe between June 1996 and June 2003 will not be considered in the evaluation. Projects in which the offeror was not the prime contractor will not be considered in the evaluation.

Diverse general construction experience refers to the offeror's experience in managing various types of vertical construction, utilities, site work and hazardous waste/abatement as identified below:

- Civil construction such as, grading, water lines, sewer lines, paving/repaving roadways, sidewalks, parking lots, shore protection, stream bank stabilization, and dredging.
- Architectural construction such as, painting, roofing, renovation of interiors of existing buildings, new building construction.
- Mechanical construction such as, heating, ventilation, and air conditioning (HVAC) systems and components, refrigeration systems, fire suppression systems, material transport systems, automatic box conveyor systems, incinerators, fuel lines, elevators, escalators, dumb waiters, as well as plumbing systems including water, solid and hazardous waste control.
- Electrical construction such as, power and service supplies, distribution, and utilization systems (including lighting), power generators and uninterrupted power supplies (UPS). Instrumentation work may include but is not limited to, plant management systems using direct digital technology, public address systems and fire alarm systems. Communications such as telephone and information management systems.
- Security construction such as intrusion detection and surveillance systems.
- Asbestos, lead-based paint, and petroleum-contaminated material abatement and disposal.
- Structural systems.

Outstanding	<p>The Offeror provided at least 7 relevant Design-Bid-Build projects, at least 3 of which were constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>The Offeror provided at least 2 relevant Design-Build projects, at least 1 of which was constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has outstanding diverse general construction experience.</p>
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Above Average	<p>The Offeror has provided at least 6 relevant Design-Bid-Build projects, at least 2 of which were constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>The Offeror provided at least 1 relevant Design-Build project, which was constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has very good diverse general construction experience.</p>
Satisfactory	<p>The Offeror has provided at least 5 relevant Design-Bid-Build projects, at least 1 of which was constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has good diverse general construction experience.</p>
Marginal	<p>The Offeror has provided at least 4 relevant Design-Bid-Build projects.</p> <p>And</p> <p>Projects identified shows the offeror has marginal diverse general construction experience.</p>
Unsatisfactory	<p>The projects provided by the Offeror are either not relevant or do not meet the Marginal requirements above.</p>

After the Government determines the rating (above) for each proposal, the Government will determine the relative strength of the proposals within each rating. Based on the projects submitted (up to 10 Design-Bid Build projects and up to 3 Design-Build projects) the Government will assign additional weight as indicated below:

- a. Additional weight will be given **based upon the** number of relevant projects submitted
- b. Additional weight will be given **based upon the** number of relevant projects submitted that were contracted by an agency of the Department of Defense
- c. Additional weight will be given **based upon the** number of relevant projects submitted that were constructed in Hawaii

Each of these will have equal importance.

#### 2.4.3 Factor II, Past Performance

The Offeror shall send Past Performance Evaluation Sheets, (Attachment 2 to this section), to the owners/owners representatives for all of the projects identified in Factor 1, Past Experience with a request that these evaluations be returned to the Government by Friday, August 1, 2003. Evaluations for Federal Government projects shall be sent to the Contracting Officer or his/her designated Representative.

Completed Past Performance evaluation sheets shall be mailed, faxed or e-mailed to the following address:

U.S. Army Engineer District, Honolulu  
Attn: Ms. Jody Muraoka (CEPOH-CT-C)  
Building S-200  
Fort Shafter, Hawaii 96858-5440  
Phone No. (808) 438-8575  
Fax No. (808) 438-8588  
E-Mail: jody.muraoka@usace.army.mil

#### 2.4.3.1 Other Evaluation Sources

In addition to the information provided above, the Government may obtain and evaluate additional past performance information from owners or owners representatives on other relevant projects completed by the offeror between June 1996 and June 2003. The Government may also obtain and evaluate existing past performance information on relevant projects completed between June 1996 and June 2003 from historical Government databases (CCAS, ACAS, etc.) or any other sources.

#### 2.4.3.2 Evaluation Standards

Outstanding	None of the Design-Bid-Build performance evaluations (including those from other evaluation sources) evaluated by the Government are less than Satisfactory and at least half are outstanding. And None of the Design-Build performance evaluations (including those from other evaluation sources) evaluated by the Government are less than Satisfactory and at least half are outstanding.
Above Average	None of the Design-Bid-Build performance evaluations (including those from other evaluation sources) evaluated by the Government are less than Satisfactory and at least half are above satisfactory. And None of the Design-Build performance evaluations (including those from other evaluation sources) evaluated by the Government are less than Satisfactory and at least half are above satisfactory.
Satisfactory	None of the Design-Bid-Build performance evaluations (including those from other evaluation sources) evaluated by the Government are less than Satisfactory. And None of the Design-Build performance evaluations (including those from other evaluation sources) evaluated by the Government are less than Satisfactory.
Marginal	None of the Design-Bid-Build performance evaluations (including those from other evaluation sources) evaluated by the Government are less than Marginal. And None of the Design-Build performance evaluations (including those from other evaluation sources) evaluated by the

	Government are less than Marginal
Unsatisfactory	At least one of the Design-Bid-Build final performance ratings (including those from other evaluation sources) evaluated by the Government received an Unsatisfactory final performance rating. OR At least one of the Design-Bid-Build final performance ratings (including those from other evaluation sources) evaluated by the Government received an Unsatisfactory final performance rating.
Neutral	Offerors will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance. However, an Offeror without a record of relevant past performance history may be considered less favorably than an Offeror with a favorable past performance history.

#### 2.4.4 Factor III, Management Plan

At a minimum the management plan shall include the following:

1. Identify key positions required to successfully manage this contract. Key positions should include but is not limited to program manager, contractor quality control system manager (CQCSM), contract safety officer, project engineer, project superintendent, quality control representative, site safety representative, estimator, design manager and other technical staff. Provide the minimum qualifications for each key position. Please be advised that the minimum qualifications for some key positions are set forth in the solicitation. For example, Section 01451Q of the solicitation covers CQCSM and Quality Control Representative. The Offeror is committed to the qualifications of the key positions accepted by the Government and identified in the contract or the contractor's proposal for the contract.
2. Provide an organizational chart showing the lines of authority between key positions.
3. Provide a plan on how you will successfully manage Design-Build projects.
4. Provide a plan on how you will successfully manage Design-Bid-Build projects.
5. Provide a plan on how you will successfully manage the quality and safety of all contractors.
6. Provide a plan on how you will successfully manage multiple projects at different locations simultaneously without sacrificing timeliness, responsiveness, quality or safety.
7. Provide a plan on how you will successfully manage peaks in the workload without sacrificing timeliness, responsiveness, quality or safety.

##### 2.4.4.1 Evaluation Standards

Outstanding	The Offeror provided an excellent management plan, which included very well qualified key positions with clear lines of authority. Management plan provided an unquestionable
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	and superior approach to managing Design-Build contracts, Design-Bid-Build contracts, quality, and safety. Management plan offers outstanding methods to manage multiple projects in multiple locations simultaneously, and managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.
Above Average	The Offeror provided a very good management plan, which included well-qualified key positions with clear lines of authority. The management plan provides a very good approach to managing Design-Build contracts, Design-Bid-Build contracts, quality, and safety. The management plan offers very good methods to manage multiple projects in multiple locations simultaneously, and managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.
Satisfactory	The Offeror provided an acceptable management plan, which included qualified key positions with clear lines of authority. Management plan provides a good approach to managing Design-Build contracts, Design-Bid-Build contracts, quality, and safety. Management plan offers good methods to manage multiple projects in multiple locations simultaneously, and managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.
Marginal	The Offeror provides a questionable or marginally acceptable approach to managing Design-Build and/or Design-Bid-Build contracts, managing quality and safety, managing multiple projects in multiple locations simultaneously, or managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.
Unsatisfactory	The Offeror does not address all requirements or does not provide a minimally acceptable approach to managing Design-Build and/or Design-Bid-Build contracts, managing quality and safety, managing multiple projects in multiple locations simultaneously, or managing peaks in the workload without sacrificing timeliness, responsiveness, quality, or safety.

#### 2.4.5 Factor IV, Small Business Program

Offerors shall submit data that demonstrate its use of Small Business Concerns for Subfactors A and B. Small Business Concerns (SB) include small disadvantaged businesses (SDB), women-owned small businesses (WOSB), HUBZone small businesses (HZ), veteran-owned small businesses (VOSB) and service disabled veteran-owned small businesses (SDVO).

##### 2.4.5.1 Subfactor A - Extent of proposed Small Business participation in the performance of the proposed contract.

- Identify in terms of dollar value and percentage of the total proposed contract price, the extent of the work the offeror will perform as the prime contractor. (For the purpose of this evaluation factor, assume that the contract price equals \$50M)

- If the offeror is submitting a proposal as a joint venture (JV), identify the size status of each member of the JV. Identify in terms of dollar value and percentage of the total proposed contract price, the extent of the work each member of the JV will perform.
- Identify in terms of dollar value and percentage of the total proposed contract price, the work to be subcontracted to SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, historically black colleges or universities/minority institutions (HBCU/MI).
- Identify in terms of dollar value and percentage of the proposed subcontract price, the work to be performed by SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI).
- Provide a list of SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI) which the offeror proposes to use as a subcontractor if awarded a contract under this solicitation. The listing shall include the name, address, telephone number, and type of work each concern is anticipated to perform.

#### 2.4.5.1.1 Evaluation Standards

Outstanding	Offeror's proposal shows extensive effort and commitment to utilize small business concerns for this project. All USACE subcontracting goals are exceeded. Specific SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI) to be utilized are identified.
Above Average	All USACE subcontracting goals are met and some exceeded. Specific SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI) to be utilized are identified.
Satisfactory	All USACE subcontracting goals are met. Specific SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI) to be utilized are identified. [Small Business concerns will be given at least a satisfactory rating.]
Marginal	Some USACE subcontracting goals are not met. Listing of subcontractors does not contain specific SB's.
Unsatisfactory	Most USACE subcontracting goals are not met. No listing of small businesses to be utilized is provided.

[NOTE: The USACE Small Business Subcontracting Goals for fiscal year 2003 are: 58% to SB, 9% to SDB, 8% to WOSB, 3% to HZ, 3% to VOSB, and 3% to SDVO. These are percentages of the total subcontracted amount.]

#### 2.4.5.2 Subfactor B - Past performance in complying with Small Business Subcontracting Plan goals.

- Provide SF 294's, "Subcontracting Report for Individual Contracts" for projects of similar scope and magnitude. Where subcontracting goals were not met, provide adequate justification why.
- Provide information on awards received for outstanding support of the small business program.



- Provide information on any existing or prior mentor-protégé agreements.

#### 2.4.5.2.1 Evaluation Standards

Outstanding	All goals were exceeded or satisfactory justification provided. The Offeror has received awards for outstanding support of the small business program, and the Offeror is or has participated in mentor-protégé agreements or other outreach.
Above Average	All goals were met or exceeded or satisfactory justification provided. The Offeror has received award(s) for outstanding support of the small business program, or the Offeror is or has participated in mentor-protégé agreements or other outreach.
Satisfactory	All subcontracting goals were met or a satisfactory justification provided. Small business concerns will be given at least a satisfactory rating.
Marginal	Not all goals were met and no satisfactory justification provided.
Unsatisfactory	No goals were met and no satisfactory justification provided.
Neutral	Except in the case of small business offerors, offerors will not be rated favorably or unfavorably if the offeror does not have a record of relevant past performance in complying with small business subcontracting goals.

## 2.5 Volume II, Price Proposal

The Government will compare the price to the Independent Government Estimate (IGE) and the price of other offerors to determine reasonableness and affordability.

### 2.5.1 Price Evaluation

Data provided in response to price shall be included in Volume II, "Price Proposal".

#### 2.5.1.1 General

Offerors shall submit the cost data identified below that they are proposing to use in the development of all cost estimates that this contract may require. The proposed cost data, if awarded a contract, shall be used for the life of the contract, subject to review and resubmittal at the discretion of the Contracting Officer. Offerors shall indicate the start date of their fiscal accounting period. All cost data will be reviewed at least annually, generally coinciding with this accounting period. Adjustments to the cost data, based on current documentation, may be considered subject to approval of the Contracting Officer.

Offerors are reminded that the cost factors included in this proposal will be contractually binding and are cautioned not to "low ball" any of the numbers in its proposal and estimate in order to come out with a low total cost. If awarded one of the contracts, the factors shown in this proposal will be used in all future task orders.

#### 2.5.1.2 Workmen's Comp Insurance

Offerors shall submit premium statement(s) from their insurance company(ies) identifying all workmen's compensation insurance in effect at the time of this solicitation. Successful offerors will be required to maintain current premium statement(s) on file with the Contracting Officer throughout the life of the contract.

#### 2.5.1.3 Performance and Payment Bond

Offerors shall submit a statement from their surety defining the bond rate(s) in effect at the time of this solicitation. Successful offerors will be required to maintain current bond rates on file with the Contracting Officer throughout the life of the contract.

#### 2.5.1.4 Home Office Overhead

Offerors shall submit their proposed home office overhead rate, including all data and calculations used in arriving at that rate. Home office overhead components shall comply with FAR Part 31.

#### 2.5.1.5 Contract Management Fixed Costs

Offerors shall submit their proposed fixed cost elements relating to the management of the contract, i.e. Project Manager, CQCSM, Contract Safety Officer. These costs shall be complete, including labor, labor burden, fringe benefits, travel and transportation. Provide the **workday** rate and annual rate and a breakdown of all cost elements proposed for each of the key personnel proposed in Section 00010, Item No. 4

#### 2.5.1.6 Field Office Management Fixed Costs

Offerors shall submit their proposed fixed cost elements relating to the management of task orders, i.e. Project Engineer, Project Superintendent, QCR, Site Safety representative. These costs shall be complete, including labor, labor burden, fringe benefits, travel and transportation. Provide the **workday** rate and annual rate and a breakdown of all cost elements proposed for each of the field office management key personnel proposed in Section 00010, Item No. 5.

#### 2.5.1.7 Determination of Relative Price

As a measure of relative price, the Government will apply the following formula to the cost factors submitted in Section 00010. (Offerors shall ensure the data in Section 00010 is complete and accurate. Failure to provide the requested data in Section 00010 in the requested format may be cause for a determination of non-responsiveness.) Offerors shall not compute Total Price. The Government will perform this calculation during its evaluation. The resultant number/total price will be used to compare the cost of doing business among all Offerors.

$$\begin{aligned}
& \{ \text{Contract management cost} * \\
& \quad + (\text{Field office management cost} *) \} \\
& \times (1 + \text{Home Office Overhead rate} *) \\
& = \text{Total Price}
\end{aligned}$$

\* from Section 00010, Proposal Summary

## 2.6 Proposal Revisions

If discussions are held and proposal revisions are requested by the Contracting Officer, all revisions shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlining. Proposal replacement pages shall be clearly marked "REVISED", shall show the date of revision, shall be submitted in the appropriate number of copies (e.g., if six copies of the original page was required, then six copies of the revised page will also be required), and shall be of a different color than the original pages they are to replace.

## DESCRIPTION OF WORK

## 1.1 REFERENCES

American National Standards Institute (ANSI):

Code of Federal Regulations (CFR)

Department of the Army, Corps of Engineers Manual (EM)

EM 385-1-1 Safety and Health Requirements Manual

Department of the Army, Corps of Engineers Regulation (ER):

ER 25-345-1                      Military Publications System Operation  
and Maintenance Documentation

Department of the Army Regulation (AR)

AR 385-40 Accident Reporting Standards

Department of the Army Technical Manuals (TM)

TM 5-810-1 Mechanical Design, Heating, Ventilating,  
and Air Conditioning

TM 5-810-4 Compressed Air

TM 5-810-5 Plumbing

TM 5-811-1	Electric Power Supply and Distribution
TM 5-811-2	Electric Design, Interior Electrical System
TM 5-811-14	Coordinated Power systems Protection
TM 5-815-3	Heating, Ventilation, and Air Conditioning (HVAC)

Military Handbooks (MIL-HDBK):

MIL-HDBK-1008C	Fire Protection for Facilities Engineering, Design, and Construction
MIL-HDBK-1190	Facility Planning and Design Guide

National Institute of Technology and Standards

Handbook 135	Life Cycle Cost Analysis
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National Fire Protection Association, Inc. (NFPA):

NFPA 70	National Electric Code
NFPA 80	Doors and Windows
NFPA 101	Safety to Life from Fire in Building and Structures

Building Codes (52.9101 - 4000 TM)

American Institute of Steel Construction (AISC)
American Concrete Institute (ACI)
Uniform Building Code (UBC)
Uniform Plumbing Code (UPC)
Uniform Mechanical Code (UMC)

Occupational Safety and Health Administration (OSHA)

29 CFR 1910, Publication V2206	OSHA General Industry Safety and Health Standards
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29 CFR 1926	OSHA Construction Industry Standards.
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One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. Contact the Superintendent of Documents, U.S. Government Printing

## 1.2 GENERAL REQUIREMENTS

As described in other sections of this contract, the Government intends to award a minimum of two contracts to 8(a) firms serviced by the Small Business Administration Hawaii District Office or to 8(a) firms that are not serviced by the Hawaii District Office, but who have a verifiable office and employees located within the geographic area serviced by the Hawaii District Office at the time of the FedBizOpps announcement and a minimum of three contracts to other small or large businesses. All references to "contract" in this section shall mean one of the multiple award contracts awarded to a successful Offeror.

The contract will involve general construction, which may include, but are not limited to, civil, architectural, mechanical, electrical, security, correction of safety concerns, asbestos and lead abatement, and structural.

- Civil construction such as, grading, water lines, sewer lines, paving/repaving roadways, sidewalks, parking lots, shore protection, stream bank stabilization, and dredging.
- Architectural construction such as, painting, roofing, renovation of interiors of existing buildings, new building construction.
- Mechanical construction such as, heating, ventilation, and air conditioning (HVAC) systems and components, refrigeration systems, fire suppression systems, material transport systems, automatic box conveyor systems, incinerators, fuel lines, elevators, escalators, dumb waiters, as well as plumbing systems including water, solid and hazardous waste control.
- Electrical construction such as, power and service supplies, distribution, and utilization systems (including lighting), power generators and uninterrupted power supplies (UPS). Instrumentation work may include but is not limited to, plant management systems using direct digital technology, and fire alarm systems. Communications such as telephone and information management systems.
- Security construction such as, intrusion detection and surveillance systems.
- Asbestos, lead-based paint, and petroleum-contaminated material abatement and disposal.
- Structural systems.

This objective will be achieved through the issuance of task orders under the terms of the contract.

## 1.3 DEFINITIONS

- Site Survey: An inspection of a facility to evaluate areas that need

work.

- Site Survey Report: Documentation of the findings and recommendations resulting from the site survey and investigation of the proposed project.
- Feasibility Study: A study undertaken to determine the cost effectiveness of the proposed work.
- Proposal: Response to a Request for Proposal. A proposal may consist of conceptual plans and specifications for performance of the requested scope and/or costs to perform the requested scope.
- Construction: Execution of a set of plans, details, and specifications resulting in the repair or minor construction of a facility.
- Task Order: A task order issued to perform work that includes design and/or construction and may include other types of work associated with the work such as feasibility studies.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 GENERAL

a. The work ordered through this contract will be for general construction and/or general design-build construction on real property within the jurisdictional execution authority of the Corps of Engineers, U.S. Army Engineer District, Honolulu in the State of Hawaii.

b. Each contract will be issued for a base period of 24 consecutive months from date of award, with provision for an additional 3 option periods, 12 consecutive months each. The combined total value of all task orders in all contracts issued will not exceed \$250 million. The award of an option period to any contractor is at the sole discretion of the Government.

c. Issuance of a task order will constitute the Notice to Proceed (NTP) if sufficient bonding is available. If sufficient bonding is not available, the contractor shall furnish sufficient bonding within ten (10) calendar days following award of a task order. NTP will then be issued upon receipt of acceptable bonds. The task order performance period starts on the date the order is signed by the Contracting Officer/Ordering Officer or issuance of the NTP. Work on a task order shall commence immediately upon receipt of the signed task order or NTP.

d. Upon receipt of a task order NTP, the Contractor shall provide, all labor, materials, supplies, parts (to include system components), supervision, equipment, and related services, (except when specified as Government furnished), to perform all work in strict accordance with the terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in the contract and task order or incorporated by reference. The scope of this contract covers a broad range of design and/or construction work. The Contractor may be asked to meet milestones as required by the installation. Work will vary from site to

site and may require extensive knowledge of the functional operation relating to the efficient use of the facility's equipment and support systems, and building structures. Some facilities may need to remain in full operation during the task order work. Where possible, the Contractor shall minimize all interference with the daily operations of Government personnel and facilities.

e. The Contractor shall be familiar with, and all proposed work shall conform to, all applicable building and life safety codes (see paragraph REFERENCES). The Contractor shall be cognizant of any changes in the codes that impact the proposed work on the facility.

f. The Contractor's work and responsibility shall include all Contractor planning, programming, administration, and management necessary to provide all construction-related work (i.e. maintenance, repair, and/or construction) and other services as specified. The Contractor shall conduct all work in strict accordance with the contract and all applicable Federal, State, and local laws, regulations, codes, or directives. The Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified in this contract and within each task order. The Contractor shall ensure that all work performed meets the specified scope of work and any specifications or documents included with the individual task order.

g. The Contractor will be provided with a scope of work detailing the task(s) to be accomplished. The detail provided will vary from a general statement of what is required to complete design documents (drawings and specifications), depending on the method (Design-bid-build or Design-build), complexity and scope of the project. The Contractor will be required to use the information provided by the Government to prepare and submit a complete proposal reflecting the required task(s) to accomplish the provided scope of work, regardless of how much information is provided by the Government. Proposals may be requested requiring cost, time, and/or designs for the work. The submitted proposal shall be complete, to include all requested submittals and all cost factors, such as the labor, materials, equipment, and other costs, direct and indirect, necessary for performing the work required.

h. The Government will review all proposals and determine which contractor will be issued the work based on the proposal(s) received. The Government's objective is to issue task orders without negotiations. However, negotiations may be conducted if the Government determines it is necessary.

i. Upon issuance of a task order, the Contractor shall complete all work and services in accordance with the milestones established for each task order. Submittal dates, when applicable, will be included in the task order. Types and numbers of submittals, and dates and places for review meetings will also be stated in the task order.

### 3.2 MANAGEMENT ORGANIZATION

#### 3.2.1 General

The Contractor shall maintain the management staff at full strength at all times in accordance with the qualifications and experience identified in the contract and the contractor's proposal for the contract (whichever is most



stringent).

### 3.2.2 Organizational Changes

All changes to the qualifications and experience requirements identified in the contract or the contractor's proposal for the contract shall be submitted to the Contracting Officer for approval prior to implementation.

## 3.3 CONTRACTOR RESPONSIBILITY

### 3.3.1 General

Upon issuance of a task order, the Contractor shall provide all labor, tools, equipment, transportation, materials, and supervision to safely and efficiently perform the work described in the task order.

### 3.3.2 Task Order Execution

The Contractor shall be responsible for all work necessary to complete the task ordered.

### 3.3.3 Codes and Standards

All task orders completed in this contract shall be performed in accordance with the latest edition of all applicable federal, state, and local laws and regulations, whichever is most stringent.

### 3.3.4 Internal Controls

The Contractor shall maintain an internal control system for identification, preparation, reproduction, distribution, and maintenance of all documentation, schedules and information necessary for its internal management of the individual task orders and the total contract.

### 3.3.5 Presentations and Meetings

The Contractor shall be responsible for attending all meetings required by contract and those required by each task order.

### 3.3.6 Permits

The Contractor shall be responsible for identifying and obtaining all required permits from all Federal, State, local, or installation agencies prior to the start of work.

### 3.3.7 Cooperation/Coordination with Installation Staff

The Contractor may be required to provide a briefing to the installation staff prior to starting work. The briefing will provide the scope of work of the task order and a schedule for completing the work. While the Contractor is onsite and construction is underway, weekly coordination meetings may be required with the installation's points of contact. The purpose of these meetings will be to anticipate and schedule all operations where mutual effort by both groups is required.

## 3.4 CONTRACTOR SELECTION

#### 3.4.1 General

Work will be issued in the form of Task Orders using DD Form 1155, Order for Supplies or Services. The specific tasks to be performed will be identified in the task order documents. The Contracting Officer or Ordering Officer shall have the right to modify the requirements and performance periods of tasks in the task order. All task order submittals and end products are the property of the US Government. The Contracting Officer will be the final determining authority on the issuance of task orders.

#### 3.4.2 Fixed Price Task Orders

##### 3.4.2.1 General

In accordance with the solicitation provisions, each Contractor shall be afforded a fair opportunity to be considered for each task order in excess of \$7,000,000.00 unless one of the conditions identified in Special Contract Requirements, S-25, Award of Task Orders Under Multiple Award Contracts, subparagraph d applies. Task orders under \$7,000,000.00 will be limited to competition among 8(a) firms unless one of the conditions identified in Special Contract Requirements, S-25, Award of Task Orders Under Multiple Award Contracts, subparagraph d applies. Any requirement under \$3,000,000.00 may be sole sourced to an 8(a) awardee.

##### 3.4.2.2 Limited Competition Procedure

To facilitate the consistent and timely award of task orders, the following procedures will be used to the maximum extent practicable:

a) The Government will prepare and issue a request for proposal (RFP) for the proposed task order. RFP's may be written or oral. The RFP will describe the proposed Task Order work and will identify a cut-off date/time before which the proposals must be submitted to the Contracting Officer. Upon receipt of an RFP, Contractors must submit a proposal. Each Contractor shall submit four complete copies of its proposal within a single sealed envelope. The Contractor shall identify on the outside of the envelope that the envelope contains the Contractor's proposal for the particular task order identified in the RFP.

b) All proposals will remain in the sealed envelopes until the date and time specified in the RFP. The Government will open all envelopes on the specified date and time. The Government will evaluate the proposals submitted by all the Contractors using the evaluation factors identified in paragraph 3.4.2.3 below.

c) The Government's objective is to issue task orders without negotiations. The Task Order will be issued to the selected Contractor and a letter sent to the non-selected Contractors informing them of the selection.

d) If issuance of a Task Order cannot be made without conducting discussions or negotiations, the Government will schedule discussions/negotiations with the Contractor(s) determined to be in the competitive range. At the conclusion of these sessions, the Contractor(s) will be instructed to provide revised proposals by a specified date and time. The revised proposals will be submitted and processed/evaluated as described in paragraphs a through c above. If the task order can be issued without further discussions or negotiations, the task order will be issued to the

selected Contractor and a letter sent to the non-selected Contractors informing them of the selection.

e) If requested, the non-selected Contractors will be given an opportunity for a debriefing, at which time the reasons for non-selection will be reviewed.

#### 3.4.2.3 Evaluation Factors

The Government will consider one or more of the following factors when evaluating contractor's proposals for each task order. The Government might also identify other factors that are specific to an individual task order. The Government will identify all factors and relative weight of the factors in the RFP for each task order.

- a) The Contractor's proposed task order price;
- b) The Contractor's proposed performance schedule for the task order;
- c) Impact to ongoing contract work when the new task order is incorporated into the Contractor's schedule;
- d) The Contractor's demonstrated understanding of the proposed task order work;
- e) The Contractor's past performance under the contract for all completed task orders; the Contractor's past performance on similar or related task orders completed under the contract; and the Contractor's current performance on similar or related task orders issued under the contract; and
- f) The existence of ongoing or scheduled work by a Contractor in the location where the task order will be performed.

#### 3.4.2.4 Proposal Submittal Requirements

At a minimum, the following will be required on each task order submission:

- a) Provide the total task order price, a breakdown of the price, and any optional or additive line items identified in the RFP. The proposed prices will be compared to each other as well as to the Government's Estimate for the task order.
- b) Proposals must contain a resource-loaded CPM (critical path method) schedule prepared in accordance with Specification Section 01320, "Project Schedule." The contractor's CPM schedule will be used to validate the contractor's proposed performance duration for the task order. The submitted CPM schedule will be reviewed by the Government to evaluate the reasonableness of the Contractor's proposed task order duration and will serve as an additional indicator of the Contractor's understanding of the proposed task order work. The schedule shall include an assumed date of issue for the Task Order (normally within thirty (30) calendar days after the proposal submission cut-off date), include all significant features of the work, and result in a complete task order performance duration that can be used regardless of the exact date the task order is issued.
- c) In addition to the CPM schedule for the specific task order, the

Contractor shall also provide a separate resource-loaded CPM schedule that reflects all ongoing contract task order work that reflects how the Contractor proposes to incorporate the new task order with the ongoing task orders. The Government prefers that new task order work be accomplished with the ongoing contract work without delaying the completion of any of the ongoing, previously established task orders. However, if any ongoing task orders must be delayed as a result of incorporating the new task order into the schedule, the Contractor shall specifically identify the task orders that will be affected, the resulting delays, and the costs associated with those delays so that the affected task order schedules and the contract schedule can be modified appropriately should the Contractor be issued the work.

d) The schedules submitted by the Contractor will be used by the Government to evaluate the reasonableness of the Contractor's proposed task order schedule and duration, the impact of incorporating the new task order work into the ongoing contract schedule, and to confirm the Contractor's understanding of the proposed task order.

#### 3.4.2.4.1 Profit Determination

The required method for calculating profit on all task orders and modifications on this contract will be the EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method." A sample worksheet is included at the end of this section as Attachment 1. Include a copy of the completed worksheet with all task order and modification proposals.

#### 3.4.2.5 Notification of Non-Selection

Within seventy-two (72) hours of issuing the task order, the Contracting Officer will send written notification to the non-selected Contractors of the selection. The non-selected Contractors will be afforded an opportunity for a debriefing if a written request is submitted to the Contracting Officer within seventy-two (72) hours after receiving the notice of non-selection. If the non-selected Contractors do not submit a written debriefing request within this timeframe, no debriefing will be conducted.

#### 3.4.2.6 Non-Selection Debriefing

If the non-selected Contractors request a debriefing within seventy-two (72) hours after receiving the notice of non-selection, a debriefing will be scheduled. During the subsequent debriefing, the Government's reasons for non-selection for that specific task order will be reviewed with the non-selected Contractor(s). The purpose of the debriefing is not to change the Government's selection for that task order, but instead is intended to allow the contractor to identify and improve any identifiable weak areas in its proposal for subsequent task orders. Non-selection for award of any given task order shall not be subject to the Contract Disputes Act of 1978

#### 3.4.2.7 Task Order Issue

The selected contractor will be issued a fixed-price, lump sum task order. The task order documents will identify the performance requirements, including any milestones and the required final completion date.

#### 3.4.2.8 Notice to Proceed

The task order performance period starts on the date the order is signed by the Contracting Officer/Ordering Officer or receipt of NTP (if sufficient bonding is not available). Work on a task order shall commence immediately upon receipt of the signed task order or NTP.

### 3.5 ENVIRONMENTAL PROTECTION

All work shall be performed in accordance with Section 01430, Environmental Protection.

#### 3.5.1 Smoking Policy

There will be no smoking within any Government facilities. However, if approved by the facility manager, a smoking area may be designated a minimum of 50 feet away from the facility and all material storage areas.

### 3.6 ASBESTOS AND/OR LEAD-BASED PAINT ABATEMENT (REMOVAL OR ENCAPSULATION)

When work is in areas suspected of containing asbestos, OSHA Standard 29 CFR 1910.1001 shall apply. OSHA Standard 29 CFR 1926.1101 requires that asbestos be presumed to be present in all facilities constructed before 1980. Under this standard, where insulating or surfacing materials cannot be identified not to be or not to contain asbestos, they will be assumed to be or contain asbestos and appropriate safety procedures shall be taken. The contractor shall, when tasked to do so in the task order, undertake the sampling and testing required to make this determination as well as carry out the resultant abatement. The provisions of OSHA Standard 29 CFR 1926.22 shall apply to the handling of lead-based paint. The Contractor shall identify and abate lead-based paint when required to do so by the task order.

### 3.7 SITE SECURITY

The contractor is responsible for ensuring security at the worksite. The contractor shall maintain the site and all other contractor-controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The contractor shall comply with all Base security regulations.

### 3.8 PUBLIC AFFAIRS

The contractor shall not disclose any data generated or reviewed under this contract to any parties outside the contract. All requests for information concerning site conditions shall be referred to the Contracting Officer or Ordering Officer for comment.

END OF SECTION 01000

EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method"

PROJECT TITLE:

CONTRACT No.:

TASK ORDER No.:

PROFIT FOR:

ESTIMATED BY:

FACTOR (a)	RATE (b)	WEIGHT (c)	VALUE (b x c)
1. Degree of Risk	20		
Very low		0.030	
Mod low		0.050	
Average		0.075	
Mod high		0.110	
High		0.120	
2. Relative Difficulty of Work	15		
Very simple		0.030	
Simple		0.040	
Average		0.075	
Complex		0.110	
Very complex		0.120	
3. Size of Job	15		
< \$100,000		0.120	
0.1 - 1.0 million		0.110	
1.0 - 2.0 million		0.100	
2.0 - 2.5 million		0.090	
2.5 - 3.5 million		0.080	
3.5 - 4.0 million		0.070	
4.0 - 4.5 million		0.060	
4.5 - 5.0 million		0.050	
5.0 - 10.0		0.040	
> 10 million		0.030	
4. Periods of Performance	15		
Short (< 30 days)		0.030	
Mod short		0.050	
Average		0.080	
Mod long		0.100	
Long (> 2 years)		0.120	
5. Contractor's Investment	5		
None		0.030	
Little		0.050	
Average		0.070	
Mod high		0.090	
High		0.120	
6. Assistance by Government	5		
None		0.120	
Small		0.090	
Moderate		0.070	
Mod large		0.050	
Large		0.030	
7. Subcontracting	25		
0%		0.120	
0% - 20%		0.100	
20% - 40%		0.080	
40% - 60%		0.050	
60% - 80%		0.030	
		TOTAL PROFIT	